UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
 x Henry wynn	

CIV#

Plaintiff

COMPLAINT

-against-

07 CV 6314 (RJH)

THE ESTATE OF RICHARD J. ALLEN LA FORESTINE ALLEN, ADMINISTRATRIX LA FORESTINE ALLEN, INDIVDUALLY

Defendant(s).

HERNY WYNN, appearing in this action by his attorneys, John Johnson & Associates as and for his complaint against the defendants, The Estate of Richard J. Allen and/or La Forestine Allen, Administratrix, and/or La Forestine Allen, individually states as follows:

PRELIMINARY STATEMENT

- 1. Henry Wynn is an individual residing in the State and City of New York at 229 West 144th Street. The basis of this law suit is property located in the State and City of New York. The property is known as and located at 642 West 158th Street in New York City ("Subject Premises"). Henry Wynn is the owner of record of said property, and currently is the mortgagor of said property.
- 2. Richard J. Allen, deceased, sold the above referenced property to Henry Wynn as delineated herein. On or about June 9, 2006, Richard J. Allen died. Upon information and belief, La Forestine Allen is the Sister of Richard J. Allen. On or about August 16, 2006, La Forestine Allen, applied for Letters of Administration

- for the Estate of Richard J. Allen. On or about, October 4, 2006, the Surrogates Court of the County of New York granted the petition of La Forestine Allen, and she became Administratrix of the Estate. (Exhibit "1" Decree Granting Letters of Administration).
- 3. Upon information and belief, the defendant Adminstratrix is domiciled at 8400 Lyons Place, Philadelphia, Pennsylvania, and is a resident of that State. The Plaintiff is a resident of New York City, and the Subject Premises is located in New York City. The basis for jurisdiction hereunder is the diversity of citizenship pursuant to U. S. C. Section 1332(a). Additionally, the amount in controversy is over the amount of \$ seventy five thousand dollars (\$75,000.00) pursuant to 28 U.S.C. Section 1332(a.)
- 4. On or about October 1, 2001, after purportedly months of not paying his mortgage and facing foreclosure, Richard J. Allen sold the Subject Premises to Henry Wynn via Quit Claim Deed. In this sale, both parties were represented by their own attorneys. Richard J. Allen's mortgage was paid off in full and the Subject Premises was transferred to Henry Wynn by deed (Exhibit "2" Copy of the Deed and HUD-1 Settlement Statement). Mr. Wynn became the Mortgagor of the property. The current Deed and mortgage to the property remain in the name of Henry Wynn. Henry Wynn was the Brother-in-law of Richard J. Allen.
- 5. After purchasing the Subject Premises, Mr. Wynn allowed the plaintiff to continue living at the property. Purportedly, Richard J. Allen paid the mortgage and other expenses while living there. This situation continued for approximately 15 months.

- 6. On or about January 14, 2003, Richard J. Allen, and Richard J. Allen's attorney met with the plaintiff. Mr. Allen's attorney presented the plaintiff with a contract. The contract was drafted by Mr. Allen's attorney. The plaintiff was not represented by counsel. Mr. Allen and his counsel explained the contract to the plaintiff, and requested that he sign the agreement. The plaintiff signed the agreement trusting that his family member would not lead him down the prim rose path. Unbeknownst to the plaintiff, the agreement failed to adequately provide for the plaintiff's rights. In fact, the agreement was extremely one sided in favor of Mr. Allen.
- 7. Without realizing the undue influence exerted by Mr. Allen and the overwhelming conflict of interest by Mr. Allen's attorney, the plaintiff entered into the agreement. (Exhibit "3" contract between Richard J. Allen and Henry Wynn).
- 8. The Agreement, inter alia, provided that Henry Wynn would loan Richard J. Allen twenty thousand dollars. The Agreement did not provide for a rate of interest, or even a payment plan. The Agreement did allow Mr. Allen to pay back the loan once he sought out a mortgage to re-purchase the house from Mr. Wynn. There were no contract provisions drafted to protect the plaintiff. No time line was implemented, the agreement was based upon the whims and wishes of the Mr. Allen.
- 9. Had Mr. Wynn been represented by counsel, the Agreement would likely have had more common terms. Terms such as rate of interest to be paid back upon Mr. Allen's decision to re-purchase the house. The agreement likely would have had

provisions for the recession of the Agreement if Mr. Allen failed to obtain a loan to re-purchase the Subject Property. The Agreement would also have had provisions, in the event of the death of one of the parties. The Agreement would have provided that Mr. Allen act within a certain time. Needless to say, the Agreement failed to address many pertinent issues. The reason for the Agreement's failure to protect the plaintiff is that he was not represented when he entered into the Agreement, and did not fully understand that his rights were not being protected. Mr. Allen and his attorney on the other hand fully knew that they were taking advantage of the plaintiff.

- 10. The Agreement further provides that Richard J. Allen would own 99% of the property and Henry Wynn would own 1% of the property. Mr. Allen would receive this 99% ownership without paying a cent of consideration to Henry Wynn. In fact, as previously pointed out, the plaintiff loaned Mr. Allen \$20,000.00 which has not been repaid to this date. Apparently this loan drafted by Richard Allen's attorney in violation of ethical rules, failed to include many common loan terms. Of course Mr. Allen's attorney knew or should have known that the entire Agreement was one sided. Mr. Allen's attorney failed to advise the plaintiff to seek his own counsel, and encouraged the plaintiff's signature despite the conflict.
- 11. Richard Allen agreed to pay all of the expenses of the property, including the mortgage while he lived there. Mr. Allen further agreed to "at the appropriate time either by way of refinance or sale relieve Henry Wynn of all future mortgage obligations". In essence this arrangement was nothing more than the plaintiff

- renting the Subject Premises to Mr. Allen, with an option to purchase. Mr. Allen never exercised the option.
- 12. Fortuitously, the Agreement mandates that in the event that Richard Allen defaults on any mortgage payment and causes the property to be placed in foreclosure, then Henry Wynn has the authority to immediately list the property for sale, wherein this shall result in the repayment of the \$20,000.00. The concomitant result is that Mr. Allen would receive a windfall since he received 99% ownership interest per the one sided Agreement drafted by his attorney.
- 13. After the Death of Richard J. Allen, the defendants continued to pay the mortgage until on or about October 2006. The defendants have not made a single mortgage payment since that time. The monthly mortgage amount is \$2, 707.14.
- 14. Facing the possible decline of his credit rating, and/or foreclosure, Mr. Wynn has paid the mortgage to date, and continues to keep the mortgage current. To date, Mr. Wynn has paid out a total of approximately twenty seven thousand one hundred and eighty dollars and sixty three cents (\$27, 180.63) in payment which were mandated under the agreement to be paid by Richard J. Allen. The defendants are in breach of the Agreement.
- 15. Additionally, Mr. Wynn is on a fixed income, and the payment of the mortgage has created an extreme hardship on his part. After paying the mortgage on the Subject Premises, Mr. Wynn is left with approximately four hundred dollars monthly to survive.
- 16. Mr. Wynn has contacted the defendants requesting that they pay the mortgage, or allow him to sell the property. The defendants have refused his request. In fact,

- Mr. Wynn has not been allowed to enter the Subject Premises. Each month that the defendants are in breach, Mr. Wynn faces loss of his credit rating and potential homelessness.
- 17. The contract between Mr. Wynn and Mr. Allen is at best breached and at its worst void. The contract is one sided. It was drafted by the attorney for Richard J. Allen. Mr. Wynn was without representation when he entered into the Agreement in Mr. Allen's attorney's office. Mr. Wynn was never provided with any information from the attorney stating that a potential conflict exists. Mr. Wynn was not told that he should seek independent counsel. Instead Mr. Wynn was asked to handover 99% ownership interest in real property. Of course, Mr. Wynn was not paid for that privilege.
- 18. Mr. Allen failed to comply with his obligations under the contract during his lifetime. Purportedly, he never sought to relieve Mr. Wynn of the burden of holding the mortgage. In fact that burden is now haunting Mr. Wynn. Mr. Allen paid the mortgage monthly while he lived at the Subject Premises, but never took on ownership of the property. Again merely a renter with an option to purchase. This option terminated upon the death of Mr. Allen.
- 19. Additionally, in applying for the Letters of Administration, the defendants listed the Subject Premises as an asset of the Estate of Richard J. Allen. The value of the property was listed at two million five hundred thousand dollars or less. The Defendants failed to provide any information regarding the plaintiff's ownership of the Subject Premises, or alternatively the breached one sided Agreement between the parties.

AS AND FOR A FIRST CAUSE OF ACTION

UNCONSCIONABILITY

- 20. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (19) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 21. When the plaintiff entered into the alleged Agreement with Richard J. Allen, he trusted a relative, and the relatives' attorney. It never crossed the plaintiff's mind that these two people would "pull a fast one."
- 22. Both Richard J. Allen and his attorney were deceptive, and apparently used the family relationship to cause the plaintiff to enter into such a one sided agreement.
- 23. The plaintiff does not have the, experience, education or legal background to have negotiated a better deal. Richard J. Allen had superior bargaining power in the transaction, that's why he had his attorney draft the Agreement.
- 24. Clearly the agreement between the parties is not an "arms-length" transaction. Mr. Allen acquired 99% interest in the property without paying any consideration for the transfer of rights. Mr. Allen received a \$20,000.00 loan with an unlimited time to repay it, and no interest payments. The bargain struck is grossly unfair, violates ethical rules, and is unconscionable. Again, Mr. Wynn was duped into giving away 99% interest in the Subject Premises, yet received no consideration for such a transfer.
- 25. Therefore the plaintiff seeks a declaration and Order of this Court voiding the Agreement between Richard J. Allen and Henry Wynn, and returning one hundred percent (100%) ownership interest to Henry Wynn. Alternatively, the

plaintiff seeks a declaration and Order confirming that the contract is voidable at the option of Henry Wynn.

AS AND FOR A SECOND CAUSE OF ACTION

RESCISSION

- 26. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (25) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 27. The plaintiff entered into the one sided Agreement without the benefit of counsel. Richard J. Allen and his attorney took full advantage of the plaintiff's naïveté. The plaintiff's never suspected that his Brother-in-Law and his attorney would take advantage of him. The appearance of trust was used by the defendants to induce the plaintiff to execute the Agreement.
- 28. Has the plaintiff been afforded the opportunity to hire his own counsel, or at least been told that there was a potential conflict, he would not have signed the Agreement as presented by Richard J. Allen's attorney. Plaintiff relied upon his in-law, and a respected member of the Bar.
- 29. Richard J. Allen and the defendants should have known that the plaintiff would rely on the special family relationship, and the appearance of propriety given by Mr. Allen's attorney. In essence, Mr. Wynn was swindled out of his property, yet left holding the mortgage bag.
- 30. The Agreement between the defendants entered into by Richard J. Allen- is inequitable. The Estate now seeks to sell the property out from under the plaintiff. The Estate made no mention of Henry Wynn in its Surrogates Court

- papers. The Estate made no mention that anyone other than Richard J. Allen owns a percentage of the Subject Premises. The failure to list the plaintiff as Owner of the property demonstrates the lengths the defendants will go to further their deception.
- 31. The actions of Richard J. Allen, his attorney and the Administratrix are unethical. The actions taken by Mr. Allen and his attorney constitute a misrepresentation, and denial of the plaintiff's legal rights. The failure of the Administratrix to include Henry Allen in the Surrogates Court Paper work represents a fraud on the Court. The plaintiff has commenced this action within the time period required by law, and seeks the equitable remedy of recession.
- **32.** The plaintiff prays that the Court rescind the Agreement entered into by Richard J. Allen and the plaintiff, thereby returning full ownership of the Subject Premises to the plaintiff.

AS AND FOR A THIRD AND ALTERNATIVE CAUSE OF ACTION BREACH OF CONTRACT

- 33. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (32) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 34. The parties entered into an Agreement. If the Agreement is held to be valid plaintiff prays that it is not a valid agreement- it mandates that Richard J. Allen make the mortgage payments on the Subject Premises on a monthly basis. The

- Agreement further mandates that in the event of Richard J. Allen's Breach of the Agreement, Henry Wynn has the right to "immediately list the property for sale."
- 35. The defendants have defaulted in making the mortgage payments on the property as required by the purported Agreement. The plaintiff has sustained damages to date in the amount of \$27, 180.63. These damages escalate each and every month that Henry Wynn is forced to pay the mortgage to avoid having his credit rating ruined due to the defendants' breach.
- 36. The plaintiff seeks damages in an amount to be determined at trial based upon his payment of the mortgage, each month these damages escalate due to the fact that another mortgage payment becomes due.
- 37. The defendants have also failed to repay the \$20,000.00 loaned to Richard J. Allen. The plaintiff seeks the immediate re-payment of said amount with interest thereon. The fact that the defendants used deception and other tactics to induce the loan; they should not be rewarded for such acts. The plaintiff seeks a Judgment and Order including interest on the \$20,000.00 in an amount to be determined by the Court
- 38. In addition the plaintiff seeks consequential damages in an amount to be determined at trial. The basis for the request of such damages is the fact that Mr. Wynn may likely be forced in to a situation where he becomes delinquent on his own bills due to the defendants' breach. The defendants should have foreseen the fact that their failure to adhere to the terms and conditions of the contract would affect Mr. Wynn's personal finances.

AS AND FOR A FOURTH AND ALTERNATIVE CAUSE OF ACTION

PARTITION/SALE

- 39. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (38) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 40. In the event that the court finds that a valid contract exists between the parties hereto, the plaintiff seeks partition. The plaintiff asks that the court determine the percentage of ownership of each party to the contract. The plaintiff further asks that the Court issue an Order mandating that the property be sold forthwith by the plaintiff or a Realtor of his choice, and that each party to the contract be paid their share of the proceeds of such sale. Mr. Wynn's financial situation is fragile and the plaintiff seeks the immediate sale of the property.
- 41. In Addition, upon the sale of the property Henry Wynn is to be repaid the sum of twenty thousand dollars "off the top" of the sale of the property with interest thereon to satisfy his loan to the Richard J. Allen.

AS AND FOR A FIFTH AND ALTERNATIVE CAUSE OF ACTION FAILURE OF CONSIDERATION

- 42. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (41) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 43. If Agreement between plaintiff and defendant is not void, voidable, or rescindable as requested above, the contract must be declared void for failure of consideration.

- 44. During his lifetime Richard J. Allen was able to acquire 99% interest in a New York City Brownstone without legal detriment. A contract fails where there is no consideration. The defendants paid the mortgage, for the privilege of living at the Subject Premises. Mr. Wynn never received anything in exchange for giving away 99% interest in the Subject Property. The Agreement notwithstanding, he is now stuck paying the mortgage.
- 45. The Agreement between the parties has a host of problems, yet one of the most glaring is the fact that no consideration was exchanged for the defendants' ownership interest.
- 46. The plaintiff seeks a decision and/or Order of the Court finding that the Agreement between the parties fails for lack of consideration; that the Agreement is invalid; and Henry Wynn is the sole owner of 100% interest in the property in fee simple.

AS AND FOR A SIXTH AND ALTERNATIVE CAUSE OF ACTION NO MEETING OF THE MINDS

- 47. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (46) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 48. Clearly, the parties never had a meeting of the minds. There are so many material terms which were left out of this Agreement. Just the simple fact that the Agreement, drafted by the defendants' lawyer fails to mention what happens in the event of the Death of one of the parties demonstrates this fact.

- 49. Mr. Allen and/or the defendants' understood that they were getting an ownership of the property without holding the mortgage or deed. Leaving the legal responsibility on the plaintiff. This fact was not disclosed by Mr. Allen, the defendant's or their attorney.
- 50. The plaintiff, believed that his rights were protected and that he was merely giving his in-law a chance to buy back the property. The plaintiff clearly did not think that the property would be just given to the defendants.
- 51. This failure of the parties to agree on the material terms of the contract makes the Agreement invalid. The plaintiff seeks a judgment and decision of the Court declaring the Agreement to be invalid, and establishing that the plaintiff is 100% owner of the property with full rights of alienation.

AS AND FOR A SEVENTH CAUSE OF ACTION BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

- 52. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (51) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 53. The defendants and/or their attorney were required to act in a reasonable manner with respect to the interest of the plaintiff. Instead the Deceased Richard J. Allen, asked his attorney to draft the Agreement between the parties, knowing that the plaintiff would not be represented by counsel. The Deceased Richard J. Allen, in inducing the plaintiff to sign the agreement, made sure that be obtained rights and interest in the property that were superior to the plaintiffs'.

- 54. To add insult to injury, the defendants then denied the plaintiff the right to sell the property after they breached the agreement. The defendants failed to list the plaintiff as the owner, or part owner of the property in their application for Letters of Administration.
- 55. The conduct by the defendants is wholly disingenuous. Therefore, the defendants have breached the implied covenant of good faith and fair dealing. The defendant seeks damages in an amount to be determined at trial for the breach of this covenant.

AS AND FOR AN EIGHTH ALTERNATIVE CAUSE OF ACTION MISREPRENSENTATION/NEGLIGENT MISREPRESENTATION

- 56. Plaintiff repeats and realleges each of the allegations set forth in paragraphs (1) through (55) inclusive, and by way of this reference incorporates the same as though fully set for the herein.
- 57. The defendants knew or should have known that the plaintiff was the Owner in fact of the Subject Premises. Alternatively, the defendants knew or should have known that the plaintiff owned a percentage of the property. Additionally, and as part of pleading in the alternative, the defendants also knew or should have known that the plaintiff had the legal right pursuant to the contract between them to sell the property in the event of breach.
- 58. Notwithstanding the facts in the foregoing paragraph the defendants applied for letters of administration. In the application for those letters the defendants materially misrepresented the ownership of the property to the Surrogates Court of New York County. The defendants informed the court that they were one

- hundred percent owners of the property. This statement defrauded the court and the public to whom they seek to sell the property.
- 59. In furtherance of the defendants' scheme, the defendants knowing the situation with the property have refused to speak to the plaintiff, or acknowledge his ownership. In fact, since they have the fraudulently obtained Letter of Administration, the defendants have placed the property on the market and are trying to sell the property without the plaintiff's consent, knowledge or participation.
- 60. Upon information and belief the defendants would stand to profit in the amount of \$2,500,000.00. If allowed to sell this property the defendants based upon the fraudulently obtained letters, the plaintiff would be left out in the cold.
- 61. The plaintiff has been damaged in that the plaintiff has not been allowed to sell his own property; however, the plaintiff must continue to pay the mortgage to his detriment. He is unable to sell the Subject Premises, yet he must pay the mortgage, in contravention of the Agreement. Alternatively, without the fraudulently obtained Letters of Administration, the plaintiff would be free to sell the Subject Premises as the owner.
- 62. Wherefore the plaintiff seeks damages in an amount to be determined at trial for the loss of income suffered due to the plaintiff's payment of the mortgage and/or his in ability to sell the property.

WHERFORE, the plaintiff prays that the court grant the relief requested herein, specifically, rescinding the agreement between the parties, or finding it other wise void, and declaring the plaintiff as owner in fee simple absolute. Alternatively, ordering the sale of the property pursuant to the Agreement between the parties, apportioning damages and costs, including reasonable attorneys fees to the plaintiff based upon the defendants breach, and such other and further relief as the Court may deem just and proper.

Dated July 5, 2007 New York, New York

> John Johnson, Esq. (4170) John Johnson & Associates 225 Broadway, Suite 700 New York, New York 10007 212-566-3019

VERIFICAT:	ION	
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STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

HENRY WYNN, being duly sworn, state that I am the plaintiff in this action and that I am authorized to bring this action. I have read the foregoing Summons and complaint and the contents thereof are true to my own knowledge, and except as to matters therein stated to be alleged on information and belief and as to those matters, I believe them to be true. This verification is made pursuant to CPLR and/or The Federal Rules of Civil Procedure.

Henry Wynn

SWORN TO BEFORE ME THIS

DAY OF June 2007

NOTARY

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

HENRY WYNN

CIV#

Plaintiff

SUMMONS

-against-

THE ESTATE OF RICHARD J. ALLEN LA FORESTINE ALLEN, ADMINISTRATRIX LA FORESTINE ALLEN, INDIVDUALLY

Defendant(s).

-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiff's attorney, JOHN JOHNSON & ASSOCIATES, an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: July 5, 2007

New York, New York

John Johnson & Associates By: John Johnson Attorneys for the plaintiff 225 Broadway, Suite 700 New York, New York 10007 212-566-3019 File No. A 3538, 2006

the Surrogate's Court of the County of New York, held at the Surrogate's Court of the County of New York on the 4TH day of October, 2006

KRISTIN POOTH GLEN

Present:

Honorable

Surrogate.

Proceeding for Letters of Administration, Estate of

RICHARD J. ALLEN aka

RICHARD JUDGE ALLEN

Deceased.

Decree Granting Letters of Administration

-2 ("HD: 1

Upon reading and filing the petition of LaForestine Allen verified the 16th day of August , 2006, it is

ORDERED AND DECREED that letters of administration of the goods, chattels and credits which were of the above-named decedent be and the same are hereby awarded to

LaForestine Allen

who appears to be entitled thereto, upon heresufficient sureties, in the sum of to law.

executing a bond according to law, with-Dollars and otherwise qualifying according

Sungate

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Mailing Address: Street and Number (If different from de	(245) 022 7740		
Philadelphia County	Pennsylvania Telephone Number	19153	United States
8400 Lyons Place City, Village or Town	State/Province	ZIP Code	Country
LaForestine Allen Domicile Address: Street and Number		-	Citizen of United States
It is respectfully alleged: 1. The name, domicile and interes Petitioner Information: Name	st in this proceeding	of the petitio	ner, who is of full age, is as follows:
TO THE SURROGATE'S COURT, COU	NTY OF <u>NEW YORK</u>		
	Deceased.	File No.	2006-3538
			Administration with LimitationTemporary Administration
a/k/a RICHARD JUDGE ALLEN			☐ Limited Administration
RICHARD J. ALLEN			PETITION FOR LETTERS OF: X Administration
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Is proposed Administrator an attorney? Yes X No [If yes, submit statement pursuant to 22 NYCRR 207.16(e); see also 207.52 (Accounting of attorney-fiduciary).]

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he estimated gross rent for a period of eighteen (19)the is it	i I				1	
s sum of \$					•	

8. T	There are no outstanding debts or funeral expens	ses, except:	X None
9. T	There are no other persons interested in this proc	eeding other th	an those hereinbefore mentioned.
	HEREFORE, your petitioner respectfully prays that		
_ a.	 Process issue to all necessary parties to show requested; 	cause why let	ters should not be issued as
□ b.	 An order be granted dispensing with service of (7) who have a right to letters prior or equal to the nondomiciliaries or whose names or whereabout 	hat of the nerce	on nominated and what are
Xc.	. A decree award Letters of:		
	X Administration to LaForestine Allen		
	Limited Administration to		
	Administration with Limitation to		
	Temporary Administration to		
	or other such person or persons having prior rig	ght as may be e	entitled thereto, and;
	 That the authority of the representative under the prosecution or enforcement of a cause of action administrator(s) may not enforce a judgment or Surrogate. 	ne foregoing Le	tters be limited with respect to the
☐ e .	. That the authority of the representative under th	e foregoing Let	ters be limited as follows:
☐ f.	Further relief sought (if any):		
Dated:	ugust 16, 2006		
Va	Forestine C. allen		
Signature of P LaForestin	Sig	nature of Petitioner	
Print Name		nt Name	
Name of Corpo	porate Petitioner		
By			
3			

COMBINED VERIFICATION, OATH AND DESIGNATION For use when petitioner is to be appointed administrator

STATE OF NEW YORK	
COUNTY OF NEW YORK Ss.:	
)	
I, the undersigned, the petitioner name	d in the foregoing petition, being duly sworn, say:
1. VERIFICATION: Thave read the force	going petition subscribed by me and know the contents thereof,
2. OATH OF ADMINISTRATOR as indic citizen of the United States; and I will well, faith goods, chattels and credits of said decedent acc account for all moneys and other property that w	cated above: I am over eighteen (18) years of age and a infully and honestly discharge the duties of Administrator of the cording to law. I am not ineligible to receive letters and will duly will come into my hands.
service of any process, issuing from such Surre-	VICE OF PROCESS: I do hereby designate the Clerk of the _County, and his/her successor in office, as a person on whom gate's Court may be made in like manner and with like effect as cannot be found and served within the State of New York after
My domicile is: 8400 Lyons Place, Philadelphia, Pe	ennsylvania 19153
	1 1 1 1 1/12
	Signature of Petitioner
	LaForestine Allen Print Name
satisfactory evidence to be the individual whose	me, the undersigned, personally appeared sonally known to me or proved to me on the basis of tame is subscribed to the within instrument and acknowledged
Sworn to before me this day of Notary Public Commission Expires: (Affix Notary Stamp or Seal)	STEVEN KAY STEVEN KAY Notary Public, State of New York No. 02KA6049480 Qualified in New York County Commission Expires November 20, 20,
Signature of Attorney	Steven L. Kay
Kozupsky & Associates	Print Name of Attorney
Firm	(212) 686-3636 Tel. No.

OFC PC	DEPARTMENT OF HEALTH Case 1:07-cv-06314GERTIFIDATE:0F1DFATE	-1.07/40/0007 B 05 -/ 00	,
RESIDENC	- Huy son	p 07/10/2007 Page 25 of 39	•
·		2. SEX: MALE FEMALE MONTH DAY YEAR 38 HOUR	
NCHS	A PLACE OF DEATH: HOSPITAL HOSPITAL NURSING PRIVATE MOSPICE OTHER	1041	35.P.
	(Check one) DOA ER OUTPATIENT INPATIENT HOME RESIDENCE FACILITY (Specify):	48. IF FACILITY, DATE ADMITTED: MONTH DAY	YEAR
4C	4C. NAME OF FACILITY: (If not tagritty, give address) 4D. LOCALITY: (Check one as	06 07	12006
	M. VERNON HOSP, -AL CITY YLLAGE TOWN	AE. LOUNTY DEDEATH!	/
4G	4F. MEDICAL RECORD NO. 4G. WAS DECEDENT TRANSFERRED FROM ANOTHER INSTITUTION? (If was specify instit	THE DATE ON NESSEL	ESTER
	303089 DESTORESTOR		125,NC-
	SA, AGE IN 68. IF UNDER 1 YEAR 1 60. IF UNDER 1 DAY 1.74. CITY	ND STATE OF BIRTH: /// ant //SA / Country and TR // SCF HUDER AND	100
	TEAR TEAR DOUBLE Manufact Age hours manufact	UPTOWNED SET OF HOSPIT	AL GF
	100 2/ 1936 m		
	FURCES? (Specify years)	1. 10. DECEDENT'S RACE: Check one or more races to indicate what the decedent considered himself or hereal in	×:
.,,		A White-Caucasian B Black or African American C Asian Indian D Chinese	
	€ Yes, Other Spanish/Hispanic/Lating (Specify)	A C NAME OF THE PARTY OF THE PA) [
78	11. DECEDENT'S EDUCATION: Check the loar that best describes the highest degree or level of school completed at the time of oward. 1 S 8th grade 2 9th-12th grade; no diploma 3 High school graduate or GED	N Magner Hawarian K Guarnanian or Chamorro M Samoan N M American Indian or Alaska Native (specify)	
	Some college credit, but no degree 5 Associate's degree 6 Bachelor's degree	P Other Asian (specify) A Other Pacific (sianoer (specify))	ļ
	7 Master's degree 8 Doctorate/Professional degree	S C Other (specify)	
	12. SOCIAL SECURITY NUMBER: 13. MARRIED STATUS: NEVER MARRIED WIDOWED DIVORCED SEPARATED	14. SURVIVING SPOUSE: Enter name if marned or separated. If surviving spouse is	
	15A LISUAL OCCUPATION: (Oo not enter rebred) 15B. KIND OF BUSINESS OR INDUSTRY:	wire, enter maiden name.	1
	Sub. Railly by Business On Industry:	15C. NAME AND LOCALITY OF COMPANY OR FIRM:	
SI	16A. RESIDENCE: 16B. County or Region/Province floor USA: (16C. County or Region/Province)	OCALITY: (Check one and specify)	
	EWIORK IN SEWIORK	VILLAGE TOWN WITHIN CITY OR VILLAGE I	RESIDENCE IMITS? PECIFY TOWN:
25	160. STREET AND NUMBER OF RESIDENCE:	16E. ZIP CODE:	CLIFT IONN
	17. NAME OF FIRST MILE STREET	10032	
30	FATHER LAST	IDEN NAME FIRST MI LAST MOTHER:	-
	19A NAME OF INFORMANT	VAOMI IDA JACK	50N
 31	- LAFORE TINE C. SYDOLYON	3 2/ 1 D/1 1/19	1,53
a.	20A. 1 BURNAL DEFINITION 3 REMOVAL 4 HOLD 5 DONATION 20B, PLACE OF BURNAL CREMATION, REMOVAL CONTRACTOR OF BURNAL CREMATION, REMOVAL CREMATION, REMO	R OTHER DISPOSITION. 20C. LOCATION: (City of town and state)	PA
	S S S S S S S S S S S S S S S S S S S	LS CREMATORY - CHESTER NEW . NOT, VERNOYN 10550 20 REGISTRATION NUMBER EAST- 2ND STREET 0/0/	York
318	TO THE MOUNT AND ADDRESS OF FURNISHED HOME:	15T. VERNOUNT 31D REGISTRATION NUMBER	- • •
	22 LEEU. WOOD UNERAL HOME - 23	EAST- 2ND STREET 0/01	79
QA	THE NICHARD W. HANSONS	22C. REGISTRATION NUMBE	
	238. DATE FILED:	A GUINAL OR REMOVAL PERMIT SSUED BY: 24B. DATE ISSUED:	
QS	WINT ON YEAR	HOLES VI	YEAR
	ITEMS 25 THRU 33 COMPLETED BY CERTIFYING PHYSICIAN OR COL	ROMER/CORONER'S PHYSICIAN OR MADICAL EXAMINER	00
0000	23A. Och i ricki for. To the best of my knowledge, death occurred at the time, date and place and due	to the causes stated	
	CHRUSTON HER ADUBGE License No.:) CHRUSTON HER	Signature Month Day	Year
CANCER	Certifier's Title: 0 Antificing Physician 0 Physician acting on behalf of Attention Charges	6 12	06
	1 Coroner 2 Medical Examiner / Deputy Medical Examiner 153 3+6 258. If coroder is not a physician, enter Coroner's Physician's name & title: License No.:	ren frence #4 Mount Verna 1	4/030
	SEC_Mostufier is not attending physician, enter Attending Physician's name & title: License No:	Signature: Month Day	Year
\bigcirc		Xedge	
ICHAPL 106	28A Attending physician Month Day Year Month Day Year 268. Decased last seen after attended deceased: #NOM 02 20 2006 to 6 9 2006 by attending physician:	Month: Day Year 26C. Prounteurced Month Day Year	Three
₹ (27. MANNER OF DEATH: IMPORTERMENT DECEMBER 28 WAS PASS DESCRIPTION	6 9 2006 Bead by M.E. ON 6 9 200GN 10	0.3104
70	MATURAL CAUSE ACCIDENT HOMICIDE SUICIDE CIRCUMSTRANCES INVESTIGATION CORONER OR N 1 2 3 14 5 6 6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	EDICAL EXAMINER? NO YES REFUSED CAUSE OF DEATH?	ETERMINE *
	CONFIDENTIAL SEE INSTRUCTION SHEET FOR COMPLETE	1 YES 0 1 2 0 NO 1 YES IG CAUSE OF DEATH CONFIDENTIAL	
0 0	30. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR (A), (8), AND (C).) PART L'IMMEDIATE CAUSE:	APPROXIMATE SETWEEN OWSET	NTERVAL
29	LW SEPSIS	ac invest uses i	UIC GEATH
A CANAGE OF THE PARTY OF THE PA	OUE TO OR AS A CONSEQUENCE OF MYOCARDIAL INFARCTION DUE TO OR AS A CONSEQUENCE OF		
38	DUE TO OR AS A CONSEQUENCE OF: END START KINNEY		
¥ ₹		120 15418-	11:
355	DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART ! (A):	DID TOBACCO USE CONTRIBUTE TO DEATH? 0 \(\sum \text{NO} \) 1 \(\sum \text{YES} \) 2 \(\sum \text{PROBABLY} \) 3\(\text{E} \)	HANCHONAN
0.06006ME		HOW INJURY OCCURRED: 31D. PLACE OF INJURY: 31E INJU	RY AT WORK?
ME OF D	316. IF TRANSPORTATION INJURY, SPECIFY: 32. WAS DECEDENT 33A. IF FEMALE:	PAR PATE OF DEL PROV	YES
	The state of the s		

FAMILY TREE CHART

U.C.R. 207.16(c) THIS AFFIDAVIT MUST BE SUBMITTED BY A DISINTERESTED PERSON. IF ONLY ONE DISTRIBUTEE SURVIVES THE DECEDENT, PROOF \underline{MAYNOT} BE GIVEN BY THE SPOUSE, OR CHILDREN OF THE SOLE DISTRIBUTEE. TO: THE SURROGATE'S COURT - STATE OF NEW YORK - COUNTY OF NEW YORK Name of the Decedent: RICHARD Judge Allen Date: Estate File Number: County of Philadelphia State of Being Duly Sworn, Depose and Say: W Germa Aug. Philosophia PA 19130 THIS FAMILY TREE CHART IS MADE UNDER THE PENALTIES OF PERJURY RELATIONSHIP TO THE DECEDENT AND BASIS OF YOUR KNOWLEDGE OF THE FAMILY TREE OF THE DECEDENT: am the decedent 'S FRIEND THE NAME / NAMES OF THE DECEDENT: RICHARD JUDGE Allew MARITAL STATUS OF THE DECEDENT AT THE TIME OF DEATH: Single STATE THE NUMBER OF TIMES THE DECEDENT WAS MARRIED DURING HIS/HER LIFETIME: STATE HOW THE MARRIAGES WERE TERMINATED: IF THE MARRIAGE ENDED DUE TO THE DEATH OF A SPOUSE LIST THE NAME AND DATE OF DEATH OF THE PREDECEASED SPOUSE: IF THE DECEDENT WAS DIVORCED LIST BELOW NAMES OF THE EX-SPOUSE(S): did the decedent ever enter into any valid common-law marriages? $\sim 10^{10}$ STATE THE NAME OF THE SURVIVING SPOUSE OF THE DECEDENT (if none, please so state) LIST ALL THE CHILDREN OF THE DECEDENT (you must include all legitimate, non-marital and adopted children) NAMES: (list by name, if NONE, please so state): **DATE OF DEATH** (if applicable) MONE

7. The decedent left survivir degrees of relationship, domiciles, person is related to decedent. If related to decedent.	ng the following distribute post office addresses an	ees, or other and citizenship	necessary parties, whose name	es,
person is related to decedent. If related and relationship of the ancestor to t	ationship is through an a	ncestor who i	S deceased give name start	ow each
and relationship of the ancestor to t person, or descended from a nonm	he decedent. See Unifor	rm Rules 207	16/h) If no see :	t death
person, or descended from a nonm	arital person, attach a co	ony of the and	. ro(b). Il person is a nonmarita	1
person, or descended from a nonmous adopted by any persons related Schedule B.]	d by blood or marriage to	ppy or the ord	er of filiation or Schedule A. If t	erson
Schedule B.]	y 5.00d of marriage (o aeceaent oi	descended from such persons	s. attach
7. (a) The following are of ful	laas 1 1 11 11		,	, attacr,
7. (a) The following are of ful	i age and under no disab	oility:		
Schedule A — Nonm	arital Persons (Persons	Born Out of	At II Is a	
☐ Schedule B — Issue	of the Decedent Who W	ere the Subje	vvedlock) is Attached ct of an Adoption is Attached	
Name		cre the Subje	ct of an Adoption is Attached	
LaForestine Allen	· · · · · · · · · · · · · · · · · · ·	<u> </u>	Citizenship	
Domicile Address: Street and Number			United States	
8400 Lyons Place			Officed States	
City, Village or Town				
Philadelphia	State	ZIP Code	Country	
Mailing Address: Street and Number	Pennsylvania	19153	United States	
many reactors. Offeet and Number			Officed States	
City, Village or Town				
•	State	ZIP Code	Country	
Relationship		<u> </u>	i	
Sister		· · · · ·		
Name				
			Citizenship	
Domicile Address: Street and Number			·	
City, Village or Town	State			
	State	ZIP Code	Country	
Mailing Address: Street and Number			1	
City, Village or Town	State	710.0		
	1	ZIP Code	Country	
Relationship			i	
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Name			0.11	
Dominila Add			Citizenship	
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City, Village or Town	State	ZIP Code	Country	<u></u>
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City, Village or Town				
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Name				
			Citizenship	
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and Hamper				
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	State	ZIP Code	Country	
Mailing Address: Street and Number			1	
The second of th				
City, Village or Town	State			
	State	ZIP Code	Country	
Relationship				

(2)

LIST ALL THE GRAND CHILDREN OF THE DECEDENT GRANDCHILD BY INDICATING THAT THEY ARE THE	AND QUALIFY THE RELATIONSHIP OF ANY
NAMES: (list by name, if NONE, please so state):	
- NONE	DATE OF DEATH (if applicable)
LIST ALL THE GREAT GRANDCHILDREN OF THE DEC OF ANY GREAT GRANDCHILD BY INDICATING THAT T	EDENT <u>AND</u> QUALIFY THE RELATIONSHIP THEY ARE THE CHILDREN OF
NAMES: (list by name, if NONE, please so state):	DATE OF DEATH (if applicable)
LIST THE PARENTS OF THE DECEDENT: MOTHER: NAOM IDA JACKSON FATHER: DAVID JOSEPH ALIEN	DATE OF DEATH (if applicable) 11/2/93 DATE OF DEATH (if applicable) 10/ 86
LIST ALL THE BROTHERS AND SISTERS OF THE DECEL	FNT (include those of the whole and the service of the servic
NAMES: (list by name, if NONE, please so state).	D. C. C. C.
LA FORESTINE CALLEN	DATE OF DEATH (if applicable)
LIST ALL THE NIECES AND NEPHEWS OF THE DECEDER OF ANY NIECE OR NEPHEW BY INDICATING THAT THE	NT <u>AND</u> QUALIFY THE RELATIONSHIP
NAMES: (list by name, if NONE, please so state):	DATE OF DEATH (Second 14)
LAFORESTINE LYDIA SMITH, daughter of LAFOREST,	NC C.AlleN 4/29/96
LIST ALL THE GRANDNIECES AND GRANDNEPHEWS OF RELATIONSHIP OF ANY GRANDNIECE OR GRANDNEPHE CHILDREN OF	THE DECEDENT <u>AND</u> QUALIFY THE W BY INDICATING THAT THEY ARE THE
NAMES: (list by name, if NONE, please so state):	DATE OF DEATH (if applicable)

LIST THE MATERNAL AND PATERNAL GRANDPARENTS OF THE DECEDENT: NAMES OF MATERNAL GRANDPARENTS: DATE OF DEATH (if applicable) NAMES OF PATERNAL GRANDPARENTS: DATE OF DEATH (if applicable) LIST ALL THE MATERNAL AUNTS AND UNCLES OF THE DECEDENT: [if NONE, please so state] NAMES: DATE OF DEATH (if applicable) LIST ALL THE PATERNAL AUNTS AND UNCLES OF THE DECEDENT: [if NONE, please so state] NAMES: **DATE OF DEATH** (if applicable) LIST ALL THE FIRST COUSINS OF THE DECEDENT AND QUALIFY THE RELATIONSHIP OF ANY FIRST COUSIN BY INDICATING THAT THEY ARE THE CHILDREN OF MATERNAL FIRST COUSINS (list by name, if NONE, please so state): DATE OF DEATH (if applicable) PATERNAL FIRST COUSINS (list by name, if NONE, please so state): DATE OF DEATH (if applicable) Signature ____ SWORN TO BEFORE ME THIS $\frac{25}{2}$ _ DAY 2000 COMMONWEALTH OF PENNSYLVANIA Notarial Seal Desiree Vincent, Notary Public City Of Philadelphia, Philadelphia County My Commission Expires July 12, 2008 Member, Pennsylvania Association Of Notaries

Document (3) Filed 07/10/2007

Page 29 of 39

Case 1:07-cv-06314-RJH

Filing Fee \$ 1250 00

Estate Value \$ 4 10 10 pg + 2 500,000 rp

Intake Clerk M/m

Estate of _	Riz	hard	<u>/</u> <u>A</u>],	len
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Surety Co

File No 3538 2 006

Bond Filed _____ 2___

Will Filed ______2____2

Surety Bond No _____2_

Petition Filed 9-29 2006

Amount of Bond \$_____

Date of Birth ____

Bond Book L_____P___

Birth Certificate filed ______2 Waivers filed ______2

Date of Death 6 - 9 2 00 +

Notice filed _____2__

Decree signed 10 - 5 2006

Cit returnable _____2_

Letters issued 10-62006 Sup Cit returnable _____2_

Pre Letters Test issued _____2___

Temp Letters of Adm issued _____2

Fort Kpi

KATILISA KOTUBALSIRIDA

8252-9007 B 3 H.

I certify	this	६०	to a	Co:	rrect	сору	taken	from	the
Registrar	of			<u> 200</u>	As		Vol		
Page									

Registrer

(d) In addition to the value of the personal property stated in paragraph (3) the following right of action existed on behalf of the decedent and survived his/her death, or is granted to the administrator of the decedent by special provision of law, and it is impractical to give a bond sufficient to cover the probable amount to be recovered therein: [Briefly state the cause of action and the person against whom it exists, including names and carrier.] X None

- (e) If decedent is survived by a spouse and a parent, or parents but no issue, and there is a claim for wrongful death, check here
 and furnish name(s) and address(es) of parent(s) in Paragraph 7. [See EPTL 5-4.4.]
- 4. A diligent search and inquiry, including a search of any safe deposit box, has been made for a will of the decedent and none has been found. Petitioner(s) has/have been unable to obtain any information concerning any will of the decedent and therefore allege(s), upon information and belief, that the decedent died without leaving any last will.
- 5. A search of the records of this Court shows that no application has ever been made for letters of administration upon the estate of the decedent or for the probate of a will of the decedent, and your petitioner is informed and verily believes that no such application ever has been made to the Surrogate's Court of any other county of this state.
- 6. The decedent left surviving the following who would inherit his/her estate pursuant to EPTL 4-1.1 and 4-1.2: [Information is required only as to those classes of surviving relatives who would take the property of decedent pursuant to EPTL 4-1.1. State "number" of survivors in each class. Insert "No" in all prior classes. Insert "X" in all subsequent classes.]
 - a. NO Spouse (husband/wife).
 - b. NO Child or children or descendants of predeceased child or children. [Must include marital, nonmarital, and adopted.]
 - c. NO Any issue of the decedent adopted by persons related to the decedent (DRL Section 117).
 - d. NO Mother/Father.
 - e. 1 Sisters or brothers, either of whole or half blood, and issue of predeceased sisters or brothers.
 - f. X Grandmother/Grandfather.
 - g. X Aunts or uncles, and children of predeceased aunts or uncles (first cousins).
 - h. X First cousins once removed (children of first cousins).

7. (b) The following are infa	ints and/or other pers	ons under disabilit	y:	
☐ Schedule A — Non	marital Persons (Pers	sons Born Out of V	Vedlock) is Attached	
Schedule B — Issue				ached
☐ Schedule C — Infar				
☐ Schedule D — Pers	ons Under Disability	Other than Infants	is Attached	
Name None Domicile Address: Street and Number			Citizenship	· · · · · · · · · · · · · · · · · · ·
City, Village or Town	State	ZIP Code	Country	
Mailing Address: Street and Number		- · · · · · · · · · · · · · · · · · · ·		
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Relationship		·		
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Domicile Address: Street and Number				
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Mailing Address: Street and Number		1		
City, Village or Town	State	ZIP Code	Country	
Relationship	· · · · · · · · · · · · · · · · · · ·			
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Domicile Address: Street and Number			Citizenship	
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Name			Citizenship	
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Standard N.Y.B.T.U. Form 8004 – Qurkdaim Deed. - Uniform Acknowledgment (single sheet)

[⊆]orm 2216-2

party of the first part, and HENRY WYNN residing at 229 West 144th Street, New York, NY $10030\,$

BETWEEN RICHARD ALLEN residing at 642 West 158th Street, New York, NY 10032

THIS INDENTURE, made the / day of

October

1007

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and State of New York, designated on the Tax Map of the City of New York for said Porough, as said Tax Map was on July 6, 1977, as Block 2134 Lot 151 Known as 642 West 158th Street.

"Reing and intended to be "the same premises known as 642 West 158th Street, New York, NY 10032."

RICHARD ALLA

· 以

THIS SPACE FOR USE GRESSEIN OFFICE	Destruction of The Underwanters Destructed by Lawyers fitle Insurance Opporation Co	1 QUITCLAIM DEED To	personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their signature(s) on the instrument, the individual in ividual in the individual in		On the I day of OCT 05 in the year 40 o / before me, the undersigned, personally appeared before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuality whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/shartney executed the same in his/her/their capacity(res), and that by his/her/their signature(s) on the instrument, the individuality or the personal upon behalf of which the individual(s) acted, afteruized-the instrument, the individual-the instrument. (signature and office of individual taking scknowledgment) Notary Public, State of New York Qualified in Suifolk County Commission Enries June 29, 2002
	RETURN BY MAIL TO	SECTION BLOCK LOT COUNTY OR TOWN STREET ADDRESS Recorded at Request of LAWYERS TITLE INSURANCE CORPORATION	is of satisfactory evidence to be the individual(s) whose name(s) is (are) to me that heisherthey executed the same in hishertheir capacity(ies), and a individual(s) of the person upon behalf of which the individual(s) acted, a such appearance before the undersigned in the (and insent the State or Country or other place the acknowledgment was taken) (and insent the State or Country or other place the acknowledgment was taken)	GMENT IS MADE OUTSIDE NEW YORK STATE ss before me, the undersigned, personally appeared	On the day of in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that harbitachiey executed the same in harbitachier expactly(les), and that by harbertheir signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument the individual(s) acted instrument (signature and office of individual taking acknowledgment) (signature and office of individual taking acknowledgment)

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STELLER'S STATEMENT

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(Seller's Signature)

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10/01/2011

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11. No. 11. Acting to ke sough make false statements to the Original States on this of any other similar form. Penalties upon conviction can include a fine and section 1000.

Section 10.00 to
JOHN JOHNSON & ASSOCIATES 225 BROADWAY – SUITE 700 NEW YORK, NEW YORK 10007 212-566-3019

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

Index Number No.:

CIV#

HENRY WYNN

PLAINITFF,

-against-

THE ESTATE OF RICHARD J. ALLEN
LA FORESTINE ALLEN, ADMINISTRATRIX
LA FORESTINE ALLEN, INDIVDUALLY

DEFENDANTS.

SUMM	ONS AND COMPLAINT			
TO:	Service of a copy of the within	Service of a copy of the within Is hereby admitted.		
	•	1.		
	Dated:07			
Attorney(s) for	••••••			
PLEASE TAKE NOTICE: Not duly entered in the office of the Clerk	ce of Entry: that the within is a true copy of the within named Court on , 2007.	of a		
NOTICE OF SETTLEMENT: that ar	d order of which the			
within is a true copy will be presented	for settlement to the HON. one of the			
judges of the within named Court, at	on 2007 at			
Dated,	Yours, etc.			